
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

SCHEDULE 13D

Under the Securities Exchange Act of 1934

TransBiotech, Inc.

(Name of Issuer)

Common Stock
(Title of Class of Securities)

89355G108
(CUSIP Number)

**Michael A. Lanphere
400 N. Tustin Ave., Suite 225
Santa Ana, CA 92705**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

August 28, 2019
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1.	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Michael A. Lanphere	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions)	
	(a) <input type="checkbox"/>	
	(b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS (see instructions) PF	
5.	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION United States	

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 71,545,623
	8.	SHARED VOTING POWER N/A
	9.	SOLE DISPOSITIVE POWER 71,545,623
	10.	SHARED DISPOSITIVE POWER N/A

11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 71,545,623
12.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 33.3%
14.	TYPE OF REPORTING PERSON (see instructions) IN

EXPLANATORY NOTE

On August 23, 2019, the Company entered into a Share Exchange Agreement (the “Lanphere SEA”) with Michael Lanphere, one of its officers (“Lanphere”), under which the Company agreed to issue Lanphere 5,206,430 shares of its common stock in exchange for 520,643 shares of its Series A Preferred Stock owned by Lanphere. The Company agreed to this exchange in order to meet the requirements under that certain Asset Purchase Agreement (the “APA”) with IDTEC, LLC, to acquire certain assets related to robotics equipment, which its management believes is synergistic with the Company’s current assets, from IDTEC in exchange for shares of the Company’s common stock equal to 60% of its then-outstanding common stock. Under the terms of the APA, the Company cannot have any shares of preferred stock outstanding. The description of the Lanphere SEA set forth in this schedule is qualified in its entirety by reference to the full text of that document, which is attached hereto as Exhibit 10.1 and is incorporated herein by reference. The shares were issued to Mr. Lanphere on August 28, 2019.

On August 23, 2019, the Company entered into a Debt Conversion and Common Stock Purchase Agreement (the “Lanphere SPA”) with

Lanphere, under which the Company agreed to issue Lanphere 21,400,745 shares of its common stock in exchange for a reduction in the amount it owes Lanphere under numerous promissory notes. Lanphere's option to acquire the shares was under the terms of certain Loan Agreement with Promissory Note and Stock Fees agreements entered into between the Company and Lanphere. The amount of the debt reduction and, therefore the purchase price of the shares, was \$96,303.35. The description of the Lanphere SPA set forth in this schedule is qualified in its entirety by reference to the full text of that document, which is attached hereto as Exhibit 10.2 and is incorporated herein by reference. The shares were issued to Mr. Lanphere on August 28, 2019.

Item 1. Security and Issuer.

This Statement on Schedule 13D relates to the common stock, par value \$0.00001, of TransBiotec, Inc., a Delaware corporation (the "Company"). The Company's current principal executive offices are located at 400 N. Tustin Ave., Suite 225, Santa Ana, CA 92705.

Item 2. Identity and Background.

This Statement is being filed by Michael A. Lanphere (sometimes referred to as the "Reporting Person"). Mr. Lanphere's address is: 400 N. Tustin Ave., Suite 225, Santa Ana, CA 92705. Mr. Lanphere is an officer of the Company. During the last five years, the Reporting Person has not been convicted in a criminal proceeding. During the last five years, the Reporting Person has not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding been subject to a judgment, decree or final order enjoining future violations or prohibiting or mandating activities subject to, federal or state securities law or finding any violation with respect to such law. The Reporting Person is a citizen of the United States.

Item 3. Source or Amount of Funds or Other Consideration.

As noted above, on August 23, 2019, the Reporting Person entered into the Lanphere SEA, under which he acquired 5,206,430 shares of the Company's common stock in exchange for 520,643 shares of the Company's Series A Preferred Stock. The shares of Series A Preferred Stock were owned by Mr. Lanphere prior to the exchange for common stock.

On August 23, 2019, the Reporting Person also entered into the Lanphere SPA, under which he acquired 21,400,745 shares of the Company's common stock in exchange for a \$96,303.35 reduction in the amount it owes Lanphere under numerous promissory notes. In exchange for the shares of common stock the \$96,303.35 due under those notes was extinguished and deemed paid in full.

After the acquisition of the 26,607,175 aggregate shares under the Lanphere SEA and the Lanphere SPA, the Reporting Person owned 71,545,623 shares of the Company's common stock. On August 28, 2019, the Company had 214,626,540 shares of common stock outstanding, making the Reporting Person's 71,545,623 shares equal to approximately 33.3% of the Company's outstanding common stock.

Item 4. Purpose of Transaction.

As disclosed in the Explanatory Note and as reported in Item 3, above, the Lanphere SEA and the Lanphere SPA were entered between the

Reporting Person and Company so the Reporting Person could exchange all the shares of Series A Preferred Stock owned by the Reporting Person, as well extinguish \$96,303.35 in debt owed to him by the Company, respectively, into shares of the Company's common stock, allowing the Company to remove the debt obligation off its financial statements and cancel his shares of Series A Preferred Stock. Both transactions were done in anticipation of closing the transactions contemplated by APA with IDTEC described above.

Depending upon overall market conditions, other investment opportunities available to the Reporting Person, and the availability of shares at prices that would make the purchase or sale of Shares desirable, the Reporting Person may endeavor to increase or decrease his position in the Company through, among other things, the purchase or sale of Shares on the open market or in private transactions or otherwise, on such terms and at such times as the Reporting Person may deem advisable.

The Reporting Person does not have any present plan or proposal which would relate to or result in any of the matters set forth in subparagraphs (a) - (j) of Item 4 of Schedule 13D except as set forth herein or such as would occur upon or in connection with completion of, or following, any of the actions discussed herein. The Reporting Person intends to review his investment in the Company on a continuing basis. Depending on various factors including, without limitation, the Company's financial position and investment strategy, the price levels of the Shares, conditions in the securities markets and general economic and industry conditions, the Reporting Person may in the future take such actions with respect to his investment in the Company as he deems appropriate, purchasing additional Shares, selling some or all of his Shares, or changing his intention with respect to any and all matters referred to in Item 4.

Item 5. Interest in Securities of the Company.

(a) The Reporting Person now beneficially owns 71,545,623 shares of TransBiotech, Inc.'s common stock. Based on 214,626,540 shares issued and outstanding as of August 28, 2019, the Reporting Person currently, beneficially owns approximately 33.3% of the outstanding shares of TransBiotech, Inc.'s common stock.

(b) The Reporting Person owns the following rights with respect to the shares of TransBiotech, Inc.'s common stock beneficially owned by him as of the date of this report:

Sole Voting Power: 71,545,623
Shared Voting Power: -0-
Sole Dispositive Power: 71,545,623
Shared Dispositive Power: -0-

(c) See Item 3 disclosure for transactions that occurred in the last 60 days.

(d) None.

(e) The Reporting Person is still the beneficial owner of 5% or more of TransBiotec, Inc.'s common stock.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Company.

On August 23, 2019, the Company entered into a Share Exchange Agreement (the "Lanphere SEA") with Michael Lanphere, one of its officers ("Lanphere"), under which the Company agreed to issue Lanphere 5,206,430 shares of its common stock in exchange for 520,643 shares of its Series A Preferred Stock owned by Lanphere. The Company agreed to this exchange in order to meet the requirements under that certain Asset Purchase Agreement (the "APA") with IDTEC, LLC, to acquire certain assets related to robotics equipment, which its management believes is synergistic with the Company's current assets, from IDTEC in exchange for shares of the Company's common stock equal to 60% of its then-outstanding common stock. Under the terms of the APA, the Company cannot have any shares of preferred stock outstanding. The description of the Lanphere SEA set forth in this schedule is qualified in its entirety by reference to the full text of that document, which is attached hereto as Exhibit 10.1 and is incorporated herein by reference. The shares were issued to Mr. Lanphere on August 28, 2019.

On August 23, 2019, the Company entered into a Debt Conversion and Common Stock Purchase Agreement (the "Lanphere SPA") with Lanphere, under which the Company agreed to issue Lanphere 21,400,745 shares of its common stock in exchange for a reduction in the amount it owes Lanphere under numerous promissory notes. Lanphere's option to acquire the shares was under the terms of certain Loan Agreement with Promissory Note and Stock Fees agreements entered into between the Company and Lanphere. The amount of the debt reduction and, therefore the purchase price of the shares, was \$96,303.35. The description of the Lanphere SPA set forth in this schedule is qualified in its entirety by reference to the full text of that document, which is attached hereto as Exhibit 10.2 and is incorporated herein by reference. The shares were issued to Mr. Lanphere on August 28, 2019.

As of the date of this filing, Mr. Lanphere holds additional promissory notes totaling \$210,415.40, which notes are convertible into 16,488,660 shares of the Company's common stock.

Item 7. Material to Be Filed as Exhibits.

10.1 [Share Exchange Agreement by and between the Company and Michael A. Lanphere dated August 23, 2019](#)

10.2 [Debt Conversion and Common Stock Purchase Agreement by and between the Company and Michael A. Lanphere dated August 23, 2019](#)

CUSIP No. 89355G108

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SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: September 13, 2019

By: /s/ Michael A. Lanphere
Michael A. Lanphere

**SHARE
EXCHANGE AGREEMENT**

This Share Exchange Agreement (this “Agreement”) is made and entered into effective as of the 23rd day of August, 2019 (the “Effective Date”) by and between TransBiotec, Inc., a Delaware corporation (the “Company”), and Michael A. Lanphere, an individual (the “Purchaser”). The Company and Purchaser shall each be referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, as of the Effective Date, the Purchaser owns 520,643 shares of the Company’s Series A Convertible Preferred Stock (the “Series A Shares”);

WHEREAS, on May 6, 2019, the Company signed a definitive Asset Purchase Agreement (the “APA”) with IDTEC, LLC, to acquire certain assets related to robotics equipment, which the Company’s management believes is synergistic with its current assets, from IDTEC in exchange for shares of the Company’s common stock equal to 60% of the Company’s then outstanding common stock;

WHEREAS, as a condition of closing the APA, the Company cannot have any outstanding shares of preferred stock;

WHEREAS, in order to comply with the terms of the APA, the Company approached the Purchaser about exchanging his Series A Shares for shares of the Company’s common stock at a price of \$0.10, which is above the Company’s current stock price and the conversion price in the Certificate of Designation for the Series A Preferred Stock;

WHEREAS, the Purchaser desires to assist the Company with closing the APA and agreed to exchange the Series A Shares for shares of the Company’s common stock at \$0.10 per share; and

WHEREAS, the Company and the Purchaser desire to have the Series A Shares owned by Purchaser exchanged for shares of the Company’s common stock pursuant to the terms of this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

AGREEMENT

1. PURCHASE OF SECURITIES:

On the Closing Date (as hereinafter defined), subject to the terms and conditions set forth in this Agreement, the Purchaser hereby agrees to exchange the Series A Shares for 5,206,430 shares (the “Shares”) of the Company’s common stock (the “Share Exchange”). The cancellation of the Series A Shares will be evidenced by a signed Irrevocable Stock Power in the form set forth on Exhibit A, attached hereto (the “Stock Power”).

2. CLOSING AND DELIVERY:

a) Upon the terms and subject to the conditions set forth herein, the consummation of the Share Exchange (the "Closing") shall be held simultaneous with the execution of this Agreement, or at such other time mutually agreed upon between the constituent Parties (the "Closing Date"). The Closing shall take place at the offices of counsel for the Company set forth in Section 6 hereof, or by the exchange of documents and instruments by mail, courier, facsimile and wire transfer to the extent mutually acceptable to the Parties hereto.

b) At the Closing:

(i) The Company and the Purchaser shall execute this Agreement, which shall serve as evidence of ownership of the Shares, free from restrictions on transfer except as set forth in this Agreement. Subsequent to the Closing, at a time chosen by the Company in its sole discretion, the Company will issue a stock certificate to the Purchaser to evidence the Shares.

(ii) The Purchaser shall deliver to the Company the signed Stock Power.

3. REPRESENTATIONS, WARRANTIES AND AGREEMENTS BY PURCHASER: The Purchaser hereby represents, warrants and agrees as follows:

a) *Purchase for Own Account.* Purchaser represents that he is acquiring the Shares solely for his own account and beneficial interest for investment and not for sale or with a view to distribution of the Shares or any part thereof, has no present intention of selling (in connection with a distribution or otherwise), granting any participation in, or otherwise distributing the same, and does not presently have reason to anticipate a change in such intention.

b) *Ability to Bear Economic Risk.* Purchaser acknowledges that an investment in the Shares involves a high degree of risk, and represents that he is able, without materially impairing his financial condition, to hold the Shares for an indefinite period of time and to suffer a complete loss of his investment.

c) *Access to Information.* The Purchaser acknowledges that the Purchaser has been furnished with such financial and other information concerning the Company, the directors and officers of the Company, and the business and proposed business of the Company as the Purchaser considers necessary in connection with the Purchaser's investment in the Shares. As a result, the Purchaser is thoroughly familiar with the proposed business, operations, properties and financial condition of the Company and has discussed with officers of the Company any questions the Purchaser may have had with respect thereto. The Purchaser understands:

(i) The risks involved in this investment, including the speculative nature of the investment;

- (ii) The financial hazards involved in this investment, including the risk of losing the Purchaser's entire investment;
- (iii) The lack of liquidity and restrictions on transfers of the Shares; and
- (iv) The tax consequences of this investment.

The Purchaser has consulted with the Purchaser's own legal, accounting, tax, investment and other advisers with respect to the tax treatment of an investment by the Purchaser in the Shares and the merits and risks of an investment in the Shares.

d) *Shares Part of Private Placement.* The Purchaser has been advised that the Shares have not been registered under the Securities Act of 1933, as amended (the "Act"), or qualified under the securities law of any state, on the ground, among others, that no distribution or public offering of the Shares is to be effected and the Shares will be issued by the Company in connection with a transaction that does not involve any public offering within the meaning of section 4(a)(2) of the Act and/or Regulation D as promulgated by the Securities and Exchange Commission under the Act, and under any applicable state blue sky authority. The Purchaser understands that the Company is relying in part on the Purchaser's representations as set forth herein for purposes of claiming such exemptions and that the basis for such exemptions may not be present if, notwithstanding the Purchaser's representations, the Purchaser has in mind merely acquiring the Shares for resale on the occurrence or nonoccurrence of some predetermined event. The Purchaser has no such intention.

e) *Further Limitations on Disposition.* Purchaser further acknowledges that the Shares are restricted securities under Rule 144 of the Act, and, therefore, if the Company, in its sole discretion, chooses to issue any certificates reflecting the ownership interest in the Shares, those certificates will contain a restrictive legend substantially similar to the following:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER THE ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

Without in any way limiting the representations set forth above, Purchaser further agrees not to make any disposition of all or any portion of the Shares unless and until:

(i) There is then in effect a Registration Statement under the Act covering such proposed disposition and such disposition is made in accordance with such Registration Statement; or

(ii) Purchaser shall have obtained the consent of the Company and notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and if reasonably requested by the Company, Purchaser shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration under the Act or any applicable state securities laws.

Notwithstanding the provisions of subparagraphs (i) and (ii) above, no such registration statement or opinion of counsel shall be necessary for a transfer by such Purchaser to a partner (or retired partner) of Purchaser, or transfers by gift, will or intestate succession to any spouse or lineal descendants or ancestors, if all transferees agree in writing to be subject to the terms hereof to the same extent as if they were Purchasers hereunder as long as the consent of the Company is obtained.

f) *Sophisticated Investor Status.* The Purchaser is a sophisticated investor.

g) *No Backup Withholding.* The Social Security Number or taxpayer identification shown in this Agreement is correct, and the Purchaser is not subject to backup withholding because (i) the Purchaser has not been notified that he or she is subject to backup withholding as a result of a failure to report all interest and dividends or (ii) the Internal Revenue Service has notified the Purchaser that he or she is no longer subject to backup withholding.

4. REPRESENTATIONS, WARRANTIES AND AGREEMENTS BY COMPANY: The Company hereby represents, warrants and agrees as follows:

a) *Authority of Company.* The Company has all requisite authority to execute and deliver this Agreement and to carry out and perform its obligations under the terms of this Agreement.

b) *Authorization.* All actions on the part of the Company necessary for the authorization, execution, delivery and performance of this Agreement by the Company and the performance of the Company's obligations hereunder has been taken or will be taken prior to the issuance of the Shares. This Agreement, when executed and delivered by the Company, shall constitute valid and binding obligations of the Company enforceable in accordance with their terms, subject to laws of general application relating to bankruptcy, insolvency, the relief of debtors and, with respect to rights to indemnity, subject to federal and state securities laws. The issuance of the Shares will be validly issued, fully paid and nonassessable, will not violate any preemptive rights, rights of first refusal, or any other rights granted by the Company, and will be issued in compliance with all applicable federal and state securities laws, and will be free of any liens or encumbrances, other than any liens or encumbrances created by or imposed upon the Purchaser through no action of the Company; provided, however, that the Shares may be subject to restrictions on transfer under state and/or federal securities laws as set forth herein or as otherwise required by such laws at the time the transfer is proposed.

c) *Governmental Consents.* All consents, approvals, orders, or authorizations of, or registrations, qualifications, designations, declarations, or filings with, any governmental authority required on the part of the Company in connection with the valid execution and delivery of this Agreement, the offer, sale or issuance of the Shares, or the consummation of any other transaction contemplated hereby shall have been obtained, except for notices required or permitted to be filed with certain state and federal securities commissions, which notices will be filed on a timely basis.

5 . **INDEMNIFICATION:** The Purchaser hereby agrees to indemnify and defend the Company and its officers and directors and hold them harmless from and against any and all liability, damage, cost or expense incurred on account of or arising out of:

- (a) Any breach of or inaccuracy in the Purchaser's representations, warranties or agreements herein;
- (b) Any disposition of any Shares contrary to any of the Purchaser's representations, warranties or agreements herein;

(c) Any action, suit or proceeding based on (i) a claim that any of said representations, warranties or agreements were inaccurate or misleading or otherwise cause for obtaining damages or redress from the Company or any director or officer of the Company under the Act, or (ii) any disposition of any Shares.

6. **MISCELLANEOUS:**

a) *Binding Agreement.* The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Nothing in this Agreement, expressed or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

b) *Governing Law; Venue.* This Agreement shall be governed by and construed under the laws of the State of California as applied to agreements among California residents, made and to be performed entirely within the State of California. The Parties agree that any action brought to enforce the terms of this Agreement will be brought in the appropriate federal or state court having jurisdiction over Orange County, California, United States of America.

c) *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

d) *Titles and Subtitles.* The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

e) *Notices.* All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the Party to be notified, (b) when sent by confirmed facsimile if sent during normal business hours of the recipient, if not, then on the next business day, or (c) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent as follows:

If to the TransBiotech, Inc.
Company: 400 N. Tustin Ave., Suite 225
 Santa Ana, CA 92705
 Attn. Chief Executive Officer
 Facsimile (____)

with a copy to: Law Offices of Craig V. Butler
 300 Spectrum Center Drive, Suite 300
 Irvine, CA 92618
 Attn: Craig V. Butler, Esq.
 Facsimile (949) 209-2545

If to Purchaser: Michael A. Lanphere
 400 N. Tustin Ave., Suite 225
 Santa Ana, CA 92705 Facsimile (____)

or at such other address as the Company or Purchaser may designate by ten (10) days advance written notice to the other Party hereto.

f) *Modification; Waiver.* No modification or waiver of any provision of this Agreement or consent to departure therefrom shall be effective unless in writing and approved by the Company and the Purchaser.

g) *Entire Agreement; Successors.* This Agreement and the Exhibits hereto constitute the full and entire understanding and agreement between the Parties with regard to the subjects hereof and no Party shall be liable or bound to the other Party in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein. The representations, warranties and agreements contained in this Agreement shall be binding on the Purchaser's successors, assigns, heirs and legal representatives and shall inure to the benefit of the respective successors and assigns of the Company and its directors and officers.

h) *Expenses.* Each Party shall pay their own expenses in connection with this Agreement. In addition, should either Party commence any action, suit or proceeding to enforce this Agreement or any term or provision hereof, then in addition to any other damages or awards that may be granted to the prevailing Party, the prevailing Party shall be entitled to have and recover from the other Party such prevailing Party's reasonable attorneys' fees and costs incurred in connection therewith.

i) *Currency.* All currency is expressed in U.S. dollars.

IN WITNESS WHEREOF, the Parties have executed this Common Stock Purchase Agreement as of the date first written above.

“Company”

TransBiotec,
a Delaware corporation

“Purchaser”

Michael A. Lanphere,
an individual

By: Charles Bennington
Its: Chief Executive Officer

Michael A. Lanphere

Exhibit A

Stock Power

Exhibit A

**DEBT CONVERSION AND COMMON STOCK
PURCHASE AGREEMENT**

This Debt Conversion Common Stock Purchase Agreement (this "Agreement") is made and entered into effective as of the 23rd day of August, 2019 (the "Effective Date") by and between TransBiotech, Inc., a Delaware corporation (the "Company"), and Michael A. Lanphere, an individual (the "Purchaser"). The Company and Purchaser shall each be referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, beginning on December 12, 2012, the Purchaser began loaning the Company money for a variety of purposes pursuant to the terms of Loan Agreement with Promissory Note and Stock Fees (the "Notes"), which entitled the Purchaser to both the repayment of the principal amount loaned to the Company, with interest, and what was termed in the Notes as a "Stock Fee";

WHEREAS, the Stock Fee allows the Purchaser to acquire a certain number of shares of the Company's common stock, with the number of shares and the purchase price determined by the loan amount for each Note and the Company's stock price on the date of the Note;

WHEREAS, the Purchaser has previously exercised his right to acquire shares of the Company's common stock under the Stock Fee provisions of some of the Notes, but still has the right to acquire an additional Twenty One Million Four Hundred Thousand Seven Hundred Forty Five (21,400,745) shares of the Company's common stock (the "Shares") for Ninety Six Thousand Three Hundred Three Dollars and Thirty Five Cents (\$96,303.35) (the "Purchase Price");

WHEREAS, the Purchaser desires to acquire the Shares in exchange for the Purchase Price, with the Purchase Price to be paid through a reduction in the amounts the Company owes to the Purchaser under certain of the Notes, pursuant to the terms of this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

AGREEMENT

1. PURCHASE OF SECURITIES:

On the Closing Date (as hereinafter defined), subject to the terms and conditions set forth in this Agreement, the Purchaser hereby agrees to purchase, and the Company hereby agrees to sell, Twenty One Million Four Hundred Thousand Seven Hundred Forty Five (21,400,745) shares of the Company's common stock (the "Shares") in exchange for Ninety Six Thousand Three Hundred Three Dollars and Thirty Five Cents (\$96,303.35) (the "Purchase Price"), with the Purchase Price being paid through a reduction in the amounts the Company owes to the Purchaser under certain of the Notes. A list of the Stock Fees being exercised for the Shares and the Notes that are being extinguished to pay the Purchase Price are outlined on Exhibit A hereto.

2. CLOSING AND DELIVERY:

a) Upon the terms and subject to the conditions set forth herein, the consummation of the purchase and sale of the Shares (the "Closing") shall be held simultaneous with the execution of this Agreement, or at such other time mutually agreed upon between the constituent Parties (the "Closing Date"). The Closing shall take place at the offices of counsel for the Company set forth in Section 6 hereof, or by the exchange of documents and instruments by mail, courier, facsimile and wire transfer to the extent mutually acceptable to the Parties hereto.

b) At the Closing:

(i) The Company and the Purchaser shall execute this Agreement, which shall serve as evidence of ownership of the Shares, free from restrictions on transfer except as set forth in this Agreement. Subsequent to the Closing, at a time chosen by the Company in its sole discretion, the Company will issue a stock certificate to the Purchaser to evidence the Shares.

(ii) The Purchaser shall deliver to the Company the Purchase Price through the delivery of the signed Notice of Debt Satisfaction in form attached hereto as Exhibit B.

3. REPRESENTATIONS, WARRANTIES AND AGREEMENTS BY PURCHASER: The Purchaser hereby represents, warrants and agrees as follows:

a) *Purchase for Own Account.* Purchaser represents that he is acquiring the Shares solely for his own account and beneficial interest for investment and not for sale or with a view to distribution of the Shares or any part thereof, has no present intention of selling (in connection with a distribution or otherwise), granting any participation in, or otherwise distributing the same, and does not presently have reason to anticipate a change in such intention.

b) *Ability to Bear Economic Risk.* Purchaser acknowledges that an investment in the Shares involves a high degree of risk, and represents that he is able, without materially impairing his financial condition, to hold the Shares for an indefinite period of time and to suffer a complete loss of his investment.

c) *Access to Information.* The Purchaser acknowledges that the Purchaser has been furnished with such financial and other information concerning the Company, the directors and officers of the Company, and the business and proposed business of the Company as the Purchaser considers necessary in connection with the Purchaser's investment in the Shares. As a result, the Purchaser is thoroughly familiar with the proposed business, operations, properties and financial condition of the Company and has discussed with officers of the Company any questions the Purchaser may have had with respect thereto. The Purchaser understands:

(i) The risks involved in this investment, including the speculative nature of the investment;

- (ii) The financial hazards involved in this investment, including the risk of losing the Purchaser's entire investment;
- (iii) The lack of liquidity and restrictions on transfers of the Shares; and
- (iv) The tax consequences of this investment.

The Purchaser has consulted with the Purchaser's own legal, accounting, tax, investment and other advisers with respect to the tax treatment of an investment by the Purchaser in the Shares and the merits and risks of an investment in the Shares.

d) *Shares Part of Private Placement.* The Purchaser has been advised that the Shares have not been registered under the Securities Act of 1933, as amended (the "Act"), or qualified under the securities law of any state, on the ground, among others, that no distribution or public offering of the Shares is to be effected and the Shares will be issued by the Company in connection with a transaction that does not involve any public offering within the meaning of section 4(a)(2) of the Act and/or Regulation D as promulgated by the Securities and Exchange Commission under the Act, and under any applicable state blue sky authority. The Purchaser understands that the Company is relying in part on the Purchaser's representations as set forth herein for purposes of claiming such exemptions and that the basis for such exemptions may not be present if, notwithstanding the Purchaser's representations, the Purchaser has in mind merely acquiring the Shares for resale on the occurrence or nonoccurrence of some predetermined event. The Purchaser has no such intention.

e) *Further Limitations on Disposition.* Purchaser further acknowledges that the Shares are restricted securities under Rule 144 of the Act, and, therefore, if the Company, in its sole discretion, chooses to issue any certificates reflecting the ownership interest in the Shares, those certificates will contain a restrictive legend substantially similar to the following:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER THE ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

Without in any way limiting the representations set forth above, Purchaser further agrees not to make any disposition of all or any portion of the Shares unless and until:

(i) There is then in effect a Registration Statement under the Act covering such proposed disposition and such disposition is made in accordance with such Registration Statement; or

(ii) Purchaser shall have obtained the consent of the Company and notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and if reasonably requested by the Company, Purchaser shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration under the Act or any applicable state securities laws.

Notwithstanding the provisions of subparagraphs (i) and (ii) above, no such registration statement or opinion of counsel shall be necessary for a transfer by such Purchaser to a partner (or retired partner) of Purchaser, or transfers by gift, will or intestate succession to any spouse or lineal descendants or ancestors, if all transferees agree in writing to be subject to the terms hereof to the same extent as if they were Purchasers hereunder as long as the consent of the Company is obtained.

f) *Sophisticated Investor Status.* The Purchaser is a sophisticated investor.

g) *No Backup Withholding.* The Social Security Number or taxpayer identification shown in this Agreement is correct, and the Purchaser is not subject to backup withholding because (i) the Purchaser has not been notified that he or she is subject to backup withholding as a result of a failure to report all interest and dividends or (ii) the Internal Revenue Service has notified the Purchaser that he or she is no longer subject to backup withholding.

4. REPRESENTATIONS, WARRANTIES AND AGREEMENTS BY COMPANY: The Company hereby represents, warrants and agrees as follows:

a) *Authority of Company.* The Company has all requisite authority to execute and deliver this Agreement and to carry out and perform its obligations under the terms of this Agreement.

b) *Authorization.* All actions on the part of the Company necessary for the authorization, execution, delivery and performance of this Agreement by the Company and the performance of the Company's obligations hereunder has been taken or will be taken prior to the issuance of the Shares. This Agreement, when executed and delivered by the Company, shall constitute valid and binding obligations of the Company enforceable in accordance with their terms, subject to laws of general application relating to bankruptcy, insolvency, the relief of debtors and, with respect to rights to indemnity, subject to federal and state securities laws. The issuance of the Shares will be validly issued, fully paid and nonassessable, will not violate any preemptive rights, rights of first refusal, or any other rights granted by the Company, and will be issued in compliance with all applicable federal and state securities laws, and will be free of any liens or encumbrances, other than any liens or encumbrances created by or imposed upon the Purchaser through no action of the Company; provided, however, that the Shares may be subject to restrictions on transfer under state and/or federal securities laws as set forth herein or as otherwise required by such laws at the time the transfer is proposed.

c) *Governmental Consents.* All consents, approvals, orders, or authorizations of, or registrations, qualifications, designations, declarations, or filings with, any governmental authority required on the part of the Company in connection with the valid execution and delivery of this Agreement, the offer, sale or issuance of the Shares, or the consummation of any other transaction contemplated hereby shall have been obtained, except for notices required or permitted to be filed with certain state and federal securities commissions, which notices will be filed on a timely basis.

5 . **INDEMNIFICATION:** The Purchaser hereby agrees to indemnify and defend the Company and its officers and directors and hold them harmless from and against any and all liability, damage, cost or expense incurred on account of or arising out of:

- (a) Any breach of or inaccuracy in the Purchaser's representations, warranties or agreements herein;
- (b) Any disposition of any Shares contrary to any of the Purchaser's representations, warranties or agreements herein;

(c) Any action, suit or proceeding based on (i) a claim that any of said representations, warranties or agreements were inaccurate or misleading or otherwise cause for obtaining damages or redress from the Company or any director or officer of the Company under the Act, or (ii) any disposition of any Shares.

6. MISCELLANEOUS:

a) *Binding Agreement.* The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Nothing in this Agreement, expressed or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

b) *Governing Law; Venue.* This Agreement shall be governed by and construed under the laws of the State of California as applied to agreements among California residents, made and to be performed entirely within the State of California. The Parties agree that any action brought to enforce the terms of this Agreement will be brought in the appropriate federal or state court having jurisdiction over Orange County, California, United States of America.

c) *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

d) *Titles and Subtitles.* The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

e) *Notices.* All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the Party to be notified, (b) when sent by confirmed facsimile if sent during normal business hours of the recipient, if not, then on the next business day, or (c) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent as follows:

If to the
Company: TransBiotech, Inc.
400 N. Tustin Ave., Suite 225
Santa Ana, CA 92705
Attn. Chief Executive Officer
Facsimile (____)

with a copy to: Law Offices of Craig V. Butler
300 Spectrum Center Drive, Suite 300
Irvine, CA 92618
Attn: Craig V. Butler, Esq.
Facsimile (949) 209-2545

If to Purchaser: Michael A. Lanphere
400 N. Tustin Ave., Suite 225
Santa Ana, CA 92705 Facsimile (____)

or at such other address as the Company or Purchaser may designate by ten (10) days advance written notice to the other Party hereto.

f) *Modification; Waiver.* No modification or waiver of any provision of this Agreement or consent to departure therefrom shall be effective unless in writing and approved by the Company and the Purchaser.

g) *Entire Agreement; Successors.* This Agreement and the Exhibits hereto constitute the full and entire understanding and agreement between the Parties with regard to the subjects hereof and no Party shall be liable or bound to the other Party in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein. The representations, warranties and agreements contained in this Agreement shall be binding on the Purchaser's successors, assigns, heirs and legal representatives and shall inure to the benefit of the respective successors and assigns of the Company and its directors and officers.

h) *Expenses.* Each Party shall pay their own expenses in connection with this Agreement. In addition, should either Party commence any action, suit or proceeding to enforce this Agreement or any term or provision hereof, then in addition to any other damages or awards that may be granted to the prevailing Party, the prevailing Party shall be entitled to have and recover from the other Party such prevailing Party's reasonable attorneys' fees and costs incurred in connection therewith.

i) *Currency.* All currency is expressed in U.S. dollars.

IN WITNESS WHEREOF, the Parties have executed this Debt Conversion and Common Stock Purchase Agreement as of the date first written above.

“Company”

TransBiotec, Inc.
a Delaware corporation

By: Charles Bennington
Its: Chief Executive Officer

“Purchaser”

Michael A. Lanphere,
an individual

Michael A. Lanphere

Exhibit A

List of Notes and Stock Fees

Date of Note	Principal of Note	Interest Rate of Note	Stock Fee (Shares)	Amount of Note Used as Purchase Price	Amount Due Under Note After Purchase Price(1)
2/8/16	\$14,550	5%	None	\$20,431.79	\$0
5/2/16	\$3,750	7%	565,000	\$4,879.62	\$0
5/9/16	\$15,000	7%	2,250,000	\$19,711.64	\$0
7/27/16	\$3,900	7%	390,000	\$4,982.92	\$0
8/4/16	\$40,000	7%	3,692,307	\$25,509.59	\$0
9/29/16	\$20,000	7%	1,714,285	\$20,787.79	\$4,414.95
10/6/16	\$20,000	7%	1,714,285	\$0	\$25,164.38
2/7/17	\$10,000	7%	923,076	\$0	\$12,242.47
3/13/17	\$5,000	7%	187,500	\$0	\$6,074.66
5/4/17	\$10,000	7%	606,061	\$0	\$12,001.37
7/12/17	\$15,700	7%	1,427,273	\$0	\$18,553.96
8/31/17	\$3,750	7%	387,931	\$0	\$4,380.31
9/14/17	\$3,750	7%	387,931	\$0	\$4,074.86
10/24/17	\$6,760	7%	845,000	\$0	\$7,796.22
11/6/17	\$10,700	7%	1,088,136	\$0	\$12,302.07
12/15/17	\$1,783.75	7%	243,283	\$0	\$2,031.76
1/11/19	\$6,000	7%	1,636,364	\$0	\$6,257.75
3/5/19	\$10,000	7%	1,000,000	\$0	\$10,400.27
3/12/19	\$15,000	7%	6,429,265	\$0	\$15,580.27
3/19/19	\$10,000	7%	967,742	\$0	\$10,364.11
Total:			21,400,745	\$96,303.35	

(1) As of August 23, 2019.

Exhibit B

Notice of Debt Satisfaction

Exhibit B

Notice of Debt Satisfaction

Pursuant to the terms of that certain Debt Conversion and Stock Purchase Agreement (the “Agreement”) by and between Michael A. Lanphere, an individual (the “Purchaser”), and TransBiotec, Inc., a Delaware corporation (the “Company”) dated August 23, 2019, the Purchaser is irrevocably electing to convert the amounts due under certain Loan Agreement with Promissory Note and Stock Fees listed on Exhibit A hereto (the “Notes”) entered into between the Company and the Purchaser totaling \$96,303.35 into 21,400,745 shares of common stock of the Company (the “Shares”) according to the conditions set forth in the Agreement.

If shares are to be issued in the name of a person other than the Purchaser, the Purchaser will pay all transfer and other taxes and charges payable with respect thereto.

The Purchaser acknowledges and agrees that upon receipt of the Shares only the amount indicated on Exhibit A will be due and owing to the undersigned under the Notes.

Date of Conversion: August 23, 2019

Effective Conversion Price: \$0.0044 /share

Michael A. Lanphere

Signature: _____
[Print Name of Holder and Title of Signer]

Address: _____

SSN or EIN: _____

Shares are to be registered in the following name:

Name: _____

Address: _____

Tel: _____

Fax: _____

SSN or EIN: _____

Exhibit B

Exhibit A

List of Notes and Stock Fees

Date of Note	Principal of Note	Interest Rate of Note	Amount of Note Used as Purchase Price	Amount Due Under Note After Purchase Price(1)
2/8/16	\$14,550	5%		\$0
5/2/16	\$3,750	7%		\$0
5/9/16	\$15,000	7%		\$0
7/27/16	\$3,900	7%		\$0
8/4/16	\$40,000	7%		\$0
9/29/16	\$20,000	7%		\$896.65
Total:			\$96,303.35	\$896.65

Exhibit B
